



KANSAS CITY LIFE

GENERAL AGENT

Contract

General Agent

Jia Yang Chen

Print Name

Signed and effective at Kansas City, Jackson County, Missouri

This 10th day of April, 2018

→ [Signature]
Commissioner

Accepted By: [Signature]
The Kansas City Life Insurance Company

1 PARTIES TO THE CONTRACT

This contract is between the General Agent named in the preceding page and Kansas City Life Insurance Company. As used in this contract the words "you" and "your" refer to the General Agent. The words "Company," "we," "our" and "us" refer to Kansas City Life Insurance Company. The term "affiliated company" refers to Kansas City Life Insurance Company's subsidiaries.

2 DUTIES

You and we agree that while this contract is in force you will be a General Agent of Kansas City Life Insurance Company. You are not required to represent Kansas City Life exclusively. As our General Agent, you agree that you will:

- A. solicit applications for our life insurance policies and annuity contracts;
- B. deliver and require your subagents to deliver policies and contracts to their owners promptly;
- C. receive and send checks for the first premium on applications you solicit;
- D. recruit and recommend subagents for appointment by us;
- E. train, supervise and motivate subagents to solicit applications for our products;
- F. obey the Company's rules for Agents and General Agents;
- G. conduct yourself at all time in accordance with our Code of Professional Ethics and Business Practices and in accordance with insurance laws and regulations; and
- H. use only advertising or sales material that we have previously approved in writing.

3 RELATIONSHIP

You are an independent contractor. You are in business for yourself and do not depend on us for your livelihood. Within the limits of this Agreement and our rules, and subject to applicable laws, you must use your own judgment when, where and how you perform your duties. You are responsible to pay your own expenses.

4 LIMITS OF AUTHORITY

You do not have the authority and you agree not to perform the following acts on our behalf:

- A. collect renewal premiums, rebate premiums, extend the time for payment of any premium or waive any forfeiture;
- B. make, alter or discharge contracts, incur any indebtedness or liability or bind us or an affiliated company in any way;
- C. withhold any of our monies or property or commingle our funds with any other funds;
- D. open bank accounts in our name or endorse or deposit checks made payable to us.

5 COMMISSIONS

We will pay you commissions and service fees on policies issued as a result of applications solicited by you and your subagents for our non-variable insurance products, subject to the exceptions and limitations set out in this contract and in the Commission Schedule. Your broker/dealer, and not the Company, is responsible to pay your commissions on sales of our variable products. First year and renewal commissions will be fully vested. Service fees are not vested.

Your initial commission and service fee rates are shown on the Commission Schedule which is attached. They are based on the compensation level we have assigned to you. We may raise or lower your compensation level based upon your production and/or persistency. We will give you written notice of such change, and will provide you with a revised Commission Schedule. The revised Commission Schedule will only apply to applications which are signed and dated after its effective date.

Other than to raise or lower your compensation level, we may change the Commission Schedules, or any Commission Schedule, by giving you notice. In this case, the revised Commission Schedule will only apply to commissions due on policies which are issued on or after the effective date of the Schedule.

Commissions will be paid on an as-earned basis unless you request us to advance commissions to yourself and/or your subagents. You will be responsible to repay commissions which were advanced to you and your subagents but not earned.

We will make commission statements available to you electronically while this contract is in force. If you do not inform us in writing of any inaccuracies in a commission statement within 120 days after we post it, you may not later challenge the accuracy or completeness of the transactions and balances shown in the statement.

We may pay reduced commissions on:

- A. a policy that causes us extra expense or results in an excessively high premium for the insured due to:
 - 1. reinsurance;
 - 2. age of the insured;
 - 3. risk classification; or
 - 4. size of policy; or
- B. a new policy when an old policy we or an affiliated company issued on the same insured terminates or reduces coverage, or a withdrawal or loan is taken from such policy.

No commissions will be paid on:

- A. premiums for temporary insurance;
- B. extra premiums payable for nine years or less;
- C. premiums that are waived under a policy provision;
- D. premiums paid in advance until they are applied as current premiums; or
- E. premiums for variable insurance products.

You agree that we may set production goals for your agency, and further agree that failure to attain any such goal will constitute grounds for termination.

Your contract year shall be each 12-month period beginning on the effective date of this contract.

6 REPAYMENT OF COMMISSIONS

You agree to repay any amounts paid to you:

- A. which were based on premiums we later refunded;
- B. on a new policy when an old policy we or an affiliated company issued on the same insured terminates;
- C. as advanced commissions, when the policy terminates before all commissions are earned.

7 FORFEITURE

You agree to forfeit any amounts due you under this contract if you:

- A. either while this contract is in force or after it is terminated:
 - 1. replace or assist in replacing a policy we or an affiliated company issued with a policy of another insurer; or
 - 2. induce or attempt to induce an agent to leave our service; or
- B. are paid less than \$120 in renewal commissions during any consecutive twelve-month period beginning with the first anniversary of the effective date of this contract; or
- C. violate:
 - 1. the terms of this contract;
 - 2. our rules; or
 - 3. insurance laws or regulations in the states in which you and your subagents solicit applications.

8 TERMINATION

This contract will automatically terminate upon your death. It also may be terminated by you or us, with or without cause, upon written notice mailed to the other's last known address.

Upon termination of this contract:

- A. we will pay commissions directly to your subagents; and
- B. you agree to return any supplies, printed materials or other property we have furnished you or your subagents.
- C. unless otherwise agreed in writing, any debt to the Company will be due and payable.

9 PRIVACY OF CUSTOMER INFORMATION

From time to time the Company may provide you with or make available to you nonpublic personal information about our customers to help you perform your duties under this contract. You agree that you will not further disclose such customer information or use such customer information except to further the purposes of this contract, or as we may specifically agree to in writing, or as otherwise permitted by applicable laws and regulations. You also agree to carefully safeguard all nonpublic personal customer information which you acquire from the Company. Your obligations as to re-use, disclosure and safeguarding of customer information under this paragraph will continue after termination of this contract.

Because money damages alone would not be a sufficient remedy for breach of this provision, you agree that, in addition to any other remedy which may be available, we shall be entitled to injunctive or other equitable relief without the necessity of posting a bond or other security.

10 GENERAL PROVISIONS

- A. we may deduct any amounts you or your agents owe us or an affiliate company from any amounts due you. This will not affect our right to collect indebtedness by other means.
- B. you will not participate, for a fee or commission, in any transaction involving viatication of a life insurance policy of the Company.
- C. our failure to require your strict compliance with this contract or failure to promptly notify you of noncompliance will not waive our rights under this contract.
- D. this is the entire contract between you and us. This contract will not affect:
 - 1. any other general agent or agent contract with you which remains in force; or
 - 2. obligations you already owe us or have previously assumed; or
 - 3. commissions you have previously earned.
- E. no modification, amendment or assignment of this contract or of commissions or payments due under this contract will be valid unless approved in writing in advance by us.
- F. as often as we request, you shall make available the books and records of your agency, including those of bank accounts, for examination by our representative at your office, and you shall cooperate in such examination.
- G. you will notify us immediately upon receipt by you or any subagent of any written consumer complaint, correspondence from a state insurance department or other regulatory agency, lawsuit or arbitration claim, which relates in any way to the Company, its affiliates, our products or the conduct of you or any of your subagents, and will promptly forward a copy of any such document.
- H. you will cooperate with us, and will require your subagents to cooperate with us, in defense of any lawsuit or claim in arbitration, and in any response to a consumer complaint or regulatory investigation.
- I. this contract will be governed by the laws of the State of Missouri, without giving effect to conflict of law principles.



KANSAS CITY LIFE